



LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES

APPENDIX B: STATEMENT OF WORK

LINKAGES PROGRAM 2011-2016



PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and

goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service Contractors and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service Contractors, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.
- ✓ The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service Contractors will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service Contractors will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

APPENDIX B

STATEMENT OF WORK LINKAGES PROGRAM 2011 - 2016

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APPENDIX B

STATEMENT OF WORK LINKAGES PROGRAM 2011- 2016

1.0 SCOPE OF WORK

- 1.1 The scope of work outlines the services required to operate the Linkages Program for the provision of Services to eligible Clients as mandated by California Welfare and Institutions Code, Section 9545, Division 8.5, Chapter 7.5, Community-Based Services Programs, the Linkages Manual established by the California Department of Aging (CDA), Los Angeles County Community and Senior Services (CSS) Program Memoranda/Directives, and Standard Operating Procedures instituted by the Los Angeles County Area Agency on Aging (AAA). The CONTRACTOR is obligated to provide the Program Services described herein. The COUNTY has established a fixed rate for each Unit of Service provided by the CONTRACTOR.
- 1.2 The Linkages Program is intended to prevent premature or inappropriate institutionalization of at risk Individuals as well as adults, aged eighteen (18) years and older, by providing Care Management as well as comprehensive information and assistance Program Services to individuals and their families about the availability of community resources. The Program is designed to be a gap filler which assist individuals at risk of institutionalization.
- 1.3 The Linkages Program provides comprehensive Care Management. Care Management is "a system under which responsibility for locating, coordinating, and monitoring a group of Services rests with a designated person or organization" (Consolidated Omnibus Budget Reconciliation Act (COBRA) 1985). The Program provides assistance to eligible Clients in transition of entering or returning home from a nursing home facility. In addition, the Program will consist of providing Intake/Screening, Assessment, Monitoring/Follow-up, Reassessment, and Termination of eligible Clients.
- 1.4 CONTRACTOR is required to make copies of the Linkages Manual available to all Linkages Program staff. The Manual is available on the CDA website: www.aging.ca.gov. All of the Linkages Program forms to be used for the Program are included in Appendix A, Sample Contract as Exhibit E, Attachment XIX Universal Intake Form and Attachment XX Linkages Forms.

2.0 ELIGIBILITY CRITERIA

- 2.1 In order to be eligible for Linkages Program Services and be considered a Client, an individual must meet the criteria specified in the Statement of Work

(SOW) Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, and 2.2. In addition, residents of Residential Care Facilities meeting all the requirements under Section 2.3 below and the requirements specified above are also eligible for Linkages Program Services:

2.1.1 Be eighteen (18) years of age or older.

2.1.2 Must not currently receive any other duplicative care management Services from another CDA Planning Service Area (PSA), or another AAA Contractor providing care management and/or Linkages Program Services.

2.1.3 Be considered “at risk of institutionalization”. To be considered at risk of institutionalization an individual must meet at least one of following conditions:

2.1.3.1 Unable to perform at least one (1) or more Activities of Daily Living (ADL), which include: bathing, toileting, dressing, feeding, breathing, transferring and mobility, and associated tasks, without substantial human assistance including verbal reminding, physical cuing, or supervision; or

2.1.3.2 Unable to perform two (2) or more Instrumental Activities of Daily Living (IADLs). These include: light and heavy housework, shopping, ability to access transportation, meal preparation, using the telephone, managing medications, and managing money; or

2.1.3.3 Be unable to manage his/her own affairs due to emotional and/or cognitive impairment; or

2.1.3.4 Be impaired by virtue of a significant event or circumstances that occurred within the last twelve (12) months.

2.1.4 Be able to reside independently in the community through the use of Linkages Program Services; and

2.1.5 Have a need for Care Management and be willing to participate in the Program.

2.2 Prospective Clients shall be eligible based solely on the above Eligibility Criteria as determined through the Intake/Screening and Assessment process.

- 2.3 CONTRACTOR shall also serve residents of Residential Care Facilities (nursing facilities or acute care hospitals).
- 2.3.1 Residents of Residential Care Facilities who meet the requirements list in Section 2.1 above are eligible for Linkages Program Services if the Client is scheduled to be discharged within thirty (30) to sixty (60) days from the date of the referral. This allows the CONTRACTOR to arrange the necessary Program Services prior to the day of discharge so that the Program Services will be in place when the Client returns home and it makes the transition easier for the Client.
- 2.3.2 For Individuals referred by Residential Care Facilities CONTRACTOR shall screen and assess for Linkages eligibility prior to their discharge from the facility. CONTRACTOR shall coordinate with the facility's discharge planner to determine the needs of the Client upon return to the home setting.
- 2.3.3 Once the Client is enrolled into the Linkages Program, Purchase of Service (POS) funds may be expended by CONTRACTOR to arrange POS. If the POS funds are continued beyond sixty (60) days due to unusual circumstances, prior COUNTY approval is required.
- 2.3.4 After the Client is situated in the home, a Reassessment must be conducted, by the Care Manager, in the home setting to determine any additional needs of the Client.
- 2.4 Specific conditions or situations such as substance abuse or chronic mental illness shall not be a deterrent to Linkages Program Services if the eligibility criteria can be met.
- 2.5 CONTRACTOR shall make every reasonable effort to avoid duplication of Linkages Program Services provided by other local Linkages Providers.
- 2.6 CONTRACTOR shall not limit the length of time Clients may remain in the Program as long as the need for Linkages Program Services exists, the eligibility criteria continues to be met, and funding is available.
- 2.7 CONTRACTOR shall use Program funds for Program Services to Linkages Clients only.

3.0 INCOME CRITERIA

- 3.1 CONTRACTOR shall develop a method to enable Clients and/or others to contribute to the cost of Linkages Program Services. However, no Client can be denied service based on inability or unwillingness to contribute.
- 3.2 CONTRACTOR shall not make the collection of Client contributions mandatory, but rather based on voluntary participation. Under no circumstances shall CONTRACTOR deny a person an enrollment in the Linkages Program based on refusal to participate in the Client contribution process.
- 3.3 CONTRACTOR shall keep information related to Client contributions confidential in accordance with Section 20.0 Client Contributions.

4.0 SPECIFIC TASKS

Guidelines and General Requirements: This section contains guidelines that include the definitions and standards for the provision of Program Services that are required by the Linkages Program. The Unit of Service is defined as the benefit provided to the Client that meet the Program guidelines. The Unit of Measurement is the quantitative representation of the service provided to the Client; this measurement forms the basis upon which payment is made to the CONTRACTOR. The Unit Rate is the amount that is payable by the Program for each Unit of Measurement provided by the CONTRACTOR.

4.1 Intake/Screening

- 4.1.1 The Linkages Program process begins with an individual contacting the CONTRACTOR to request Program Services.
- 4.1.2 CONTRACTOR shall complete the Universal Intake Form (UIF1-R) to determine the eligibility of the potential Client for the purpose of enrollment into the Linkages Program. This process shall be used to collect Client demographics, the referral source, and information on the Client's physician and the emergency contact.
- 4.1.3 If a potential Client is determined by the CONTRACTOR to be ineligible after the Intake/Screening process is complete, CONTRACTOR shall refer that person to any other appropriate resources available in the community which may be of help. These referrals and other information relevant to disposition, such as reason the individual was found ineligible, must be

documented in writing by the CONTRACTOR and filed and maintained with CONTRACTOR.

4.1.3.1 Prior to receiving Program Services, Client must sign the Care Management Application and Informed Consent form (LF-2). If a potential Client refuses to sign the Care Management Application and Informed Consent form CONTRACTOR shall explain to the potential Client that he/she is thereby refusing Program Services. If the potential Client agrees to sign the Care Management Application and Informed Consent (LF-2) CONTRACTOR shall provide a copy of the signed form to the Client and place the original forms in the Client's file. CONTRACTOR is to maintain Client records in accordance with Section 16.12 Confidentiality.

4.1.3.2 CONTRACTOR shall explain the range of Program Services available to the potential Client before the Assessment begins. It must be made clear to the potential Client that in order to participate in the Linkages Program he/she must provide informed consent. The potential Client shall be informed that signing the Linkages Authorization to Release Records (LF-3) gives consent to the CONTRACTOR to share Client's personal information that is relevant and directly related to Program Services with Linkages Program staff and/or providers of Linkages Program Services as necessary for a period of one year from the date of initial consent. After one year, CONTRACTOR shall obtain another Linkages Authorization to Release Records form signed by the Client prior to continuing Program Services.

4.2 Assessment

4.2.1 The purpose of the Assessment process is to gather information on the Client's physical, psychological, and medical history that will be used to develop a Care Plan with the Client and other appropriate persons. In performing the Assessment, the CONTRACTOR shall complete and keep in the Client Record the following Assessment forms:

- Linkages Initial Assessment (LF-4): CONTRACTOR shall record the Client's: enrollment/closing date, assessment date, educational attainment, income level, sources/effectiveness of formal and informal support, psychological functioning, signs of abuse, and general health.
- Needs Assessment form (LF-5): A grid measuring a Client's ADL/IADL functioning level.
- Linkages Assessment Summary (LF-6): Summation of both the Initial and Needs Assessments.

4.2.1.1 CONTRACTOR's Care Manager must complete the Linkages Initial Assessment form and the Needs Assessment form once the Client is enrolled in Linkages. Both Assessments must be conducted within two (2) weeks following the completion of the Universal Intake Form.

4.2.1.2 Linkages Clients have the right to refuse specific Program Service(s). However, when a Client refuses a Program Service(s), the CONTRACTOR shall address the risks associated with the refusal of Program Service(s) with the Client and document the discussion in the Care Plan.

4.2.1.3 CONTRACTOR's Care Manager shall conduct and complete the Initial Assessment (LF-4) during a home visit with the potential Client. When appropriate, a Responsible Other and/or Informal Support may be in attendance.

4.2.1.3.1 A Responsible Other, for the purposes of the Linkages Program, is defined as a person designated by the Client to act on behalf of the Client.

4.2.1.3.2 Informal Support, for the purposes of the Linkages Program, refers to those family members, friends, church volunteers, etc. who assist the Client without compensation.

4.2.1.4 If the potential Client is in a nursing home facility or an acute care hospital, prior to the potential Client's discharge, the CONTRACTOR shall coordinate with the

nursing home facility's discharge planner to complete a Universal Intake Form and a Linkages Initial Assessment form, however, after discharge, a Reassessment must be conducted in the potential Client's home. CONTRACTOR shall place the Universal Intake, Linkages Initial Assessment and Reassessments in the Client Record.

4.2.1.5 CONTRACTOR's Care Manager must also complete an Assessment Summary (LF-6) for each Client no later than one (1) week from the completion of the Initial Assessment and Needs Assessment forms. The Assessment Summary is a narrative statement which briefly outlines important facts and observations related to the Client (e.g. Client Description, Health Status, Client Functioning, Cognitive/Psychosocial, Environmental Safety, Finances, Client/Family Concerns, etc.).

4.2.1.6 A Cognitive Assessment is a specific type of exam that shall be performed by the Care Manager if the Care Manager receives information from the Client's caregiver or physician that the Client is showing signs of memory loss or that the Client has been diagnosed with Alzheimer's disease or dementia. Care Manager shall determine if the Client requires additional Program Services in order to remain at home or that the Client's condition reflects that he/she requires short term or long-term institutionalization.

4.2.1.6.1 If the Care Manager either (1) observes directly that the Client is showing signs of memory loss or (2) receives information from the Client's caregiver or physician that the Client is showing signs of memory loss or has been diagnosed with Alzheimer's disease or other dementia, the CONTRACTOR will perform a Cognitive Assessment, request a copy of any Cognitive Assessment that's already been completed from the Client's health care provider, or refer the Client for assessment to the Client's health care provider and request a copy of the completed evaluation. CONTRACTOR shall select the alternative that is most

expedient to the delivery of Program Services. All Cognitive Assessments and observations shall be written in the case notes and placed in the Client's Record.

4.2.1.6.2 A Cognitive Assessment is the process of systematically gathering test scores and related data in order to make judgments about an individual's ability to perform various mental activities involved in the processing, acquisition, retention, conceptualization, and organization of sensory, perceptual, verbal, spatial, and psychomotor information. An example of a Cognitive Assessment is the Folstein Mini-Mental Status Exam (MMSE) that may be used to collect information on the Client's mental functioning. The use of the MMSE is not required. The MMSE is copyrighted material. CONTRACTOR may use similar Cognitive Assessment exams, such as the Screening Examination for Cognitive Impairment (SEFCI), and the Repeatable Battery for the Assessment of Neuropsychological Status (RBANS).

4.2.1.7 If a Client's behavior poses a significant threat to their health and well-being, such as a Client is malnourished, suicidal, etc., CONTRACTOR shall immediately contact the First Responders (Local Law Enforcement, Fire Department, etc.). CONTRACTOR shall take the appropriate action and document the following information in the Client's file:

- 4.2.1.7.1 A description of the situation;
- 4.2.1.7.2 An explanation of the cause(s) of concern;
- 4.2.1.7.3 The possible negative consequences to the Client and/or others;
- 4.2.1.7.4 A description of the Client's preference(s) of care;

- 4.2.1.7.5 Possible interventions to minimize the potential risk(s) associated with the Client's action;
 - 4.2.1.7.6 A description of the Program Services or interventions, if any, that will be provided to accommodate the Client's choice or minimize the potential risk;
 - 4.2.1.7.7 Frequency of reassessment of risk; and
 - 4.2.1.7.8 The final agreement, if any, reached by all involved parties.
- 4.2.1.8 Once the appropriate action has been taken and the above information is documented in the Client's file, CONTRACTOR shall immediately notify the Adult Protective Services (APS) division of CSS and report the Client's significant threat and/or risk, as required by the Welfare and Institutions Code, Section 15630.

4.3 Care Planning

- 4.3.1 CONTRACTOR shall prepare a formal, written Care Plan with the Client and shall include measurable outcomes in order to accomplish the Program's intent. The Care Plan, which shall be developed by the Care Manager and Client, shall be co-signed by the Clinical Supervisor, and placed in the Client's record within two weeks after the date of the Assessment.
- 4.3.2 CONTRACTOR shall keep all Client files in a central location and retain files for a minimum period of five (5) years.
- 4.3.3 The Care Plan serves as an agreement between the Client and the CONTRACTOR. The Plan addresses the Client's needs and problems and incorporates the Program Services that are needed to enhance the current support system.
- 4.3.4 Program Services for the Client arranged by the Care Manager must be identified and approved in the Care Plan.
- 4.3.5 The original Care Plan and any revisions to it must be approved by the Client or their Responsible Other. The Project Director and/or Clinical Supervisor must review and sign off on all Care Plans.

- 4.3.6 Clients have the right to refuse specific Program Service(s). However, when a Client refuses a Program Service(s), CONTRACTOR shall address the risk(s) associated with the refusal of Program Service(s) with the Client and document the discussion in the Care Plan.
- 4.3.7 The Care Plan format is provider-specific, and shall include and identify:
 - 4.3.7.1 Problem areas which illustrate the need for Linkages Program Services;
 - 4.3.7.2 Appropriate Program Services to be arranged; and
 - 4.3.7.3 Desired outcomes.
- 4.3.8 The format of the Care Plan should allow for ongoing updating and indicate status of the problems.
- 4.3.9 CONTRACTOR shall continually prepare Progress Notes and include them in the Care Plan. The Progress Notes are the ongoing chronology of the Client's record. The Progress Notes should address the provision of Program Services as planned; whether Program Services are being delivered as anticipated, and whether Program Services continue to be necessary and appropriate. Progress Notes shall include the following, as appropriate:
 - 4.3.9.1 The type and frequency of CONTRACTOR staff contact with the Client (whether the contact was a home visit, telephone call, quarterly home visit, reassessment, etc. must be specified);
 - 4.3.9.2 A record of all events which affect the Client (e.g., hospitalization, collateral contacts with other agencies, etc.);
 - 4.3.9.3 Evaluative comments from Care Manager on Program Services delivered; and
 - 4.3.9.4 A reflection of the relationship between identified problems and Program Services delivered or not delivered.
- 4.3.10 Progress Notes will also include any significant information regarding the Client's relationship with family, community, or any other information which would impact on the established goals for the

Client's independent living. All entries must be dated and signed by the Care Manager.

4.4 Informal Support Services / Arranged Services / Purchase of Service (POS)

4.4.1 CONTRACTOR shall use Informal Support Services, Arranged Services, and/or Purchase of Service in order for the Client to remain in their home. CONTRACTOR shall apply the Linkages Program as a brokerage model Care Management program, which means that Program Services are provided to the Client through CONTRACTOR's referral to service agencies and other local resources at no cost to the Program. Due to the limited dollars in the Program, CONTRACTOR shall purchase Services for Clients only when all other avenues to secure Program Services at no cost have been exhausted.

4.4.2 Informal Support Services, Arranged Services, and Purchase of Services shall not be provided directly by CONTRACTOR staff.

4.4.3 Program Services arranged by Care Managers must be identified in the Care Plan and approved by the Clinical Supervisor.

4.4.4 There are three basic types of Program Services utilized to maintain Clients in their homes: Informal Support Services, Arranged Services, and Purchase of Services. These Program Services should be arranged giving priority in the above order.

4.4.4.1 Informal Support Services

4.4.4.1.1 Informal Support Services are Program Services provided to the Client by family members, friends, church volunteers, etc. without compensation so the Client may remain at home. The CONTRACTOR shall coordinate Program Services with the Client's informal support network (family members, friends, church volunteers, etc) and ensure, through monthly phone calls or home visits, that required Program Services are in place and consistent with the Care Plan.

4.4.4.2 Arranged Services

4.4.4.2.1 Arranged Services are those Program Services that are the result of referrals to the Client by CONTRACTOR at no cost to

the Program. The Care Manager must coordinate all Arranged Services in the community for which the Client is eligible; Arranged Services include, but are not limited to services such as, Medicare (Title XVIII); Medi-Cal (Title XIX); In-Home Supportive Services (IHSS)(Title XX); Older Americans Act (Title III); and other publicly funded services.

4.4.4.2.2 In addition to the publicly funded resources, the Care Manager shall coordinate with all other agencies referred to provide Arranged Services to the Client.

4.4.4.2.3 CONTRACTOR shall report all Arranged Services using the Linkages Service Arrangement Report (SAR) form (LF-9). This form is used to report those Program Services to which Clients are referred and there is no cost to the Linkages Program or Contract or to other funding sources as shown in the Budget and/or Closeout Report. If the Contract or other funds pay a portion of the Program Service cost and the Client pays a portion, the Client's share is reported as a Purchase of Service. If the Client pays for the entire Program Service cost it is considered an Arranged Service.

4.4.4.3 Purchase of Service (POS)

4.4.4.3.1 POS is a Program Service intended to meet the Client's needs that cannot be met through Informal Support Services or Arranged Services. Often the Client's capacity to remain in a home setting is based on having Program Services in place. CONTRACTOR shall coordinate and arrange for Client all necessary POS based upon the POS categories listed below in order to reduce the risk of institutionalization. CONTRACTOR shall ensure that the required POS are in place and consistent with the Care Plan.

4.4.4.3.2 The following are service category definitions applicable to POS:

4.4.4.3.2.1 *Adult Day Care:* Community-based centers that provide non-medical care to Clients requiring a variety of social, psychosocial, and related support services, and for adults in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living are provided in a protective setting on less than a 24-hour basis.

4.4.4.3.2.2 *Alzheimer's Day Care Resource Center:* Community-based centers that provide day care for Clients in the moderate to severe stages of Alzheimer's disease or other related dementias, and provide various resource services for family caregivers and the community-at-large.

4.4.4.3.2.3 *Adult Day Health Care:* Provides personal care, nutrition, therapy, health care, socialization, and recreation to Clients in a facility licensed by the California Department of Social Services, Community Care Licensing Division (CCL).

4.4.4.3.2.4 *Respite:* Provides supervision and care of Clients while the person(s), who normally provides full-time care, takes short-term relief or respite.

4.4.4.3.2.5 *Transportation:* Provides Client transportation services, including bus, dial-a-ride and cab, to various health appointments and social resources. Transportation provider must have valid vehicle insurance and a valid and appropriate California Drivers License.

4.4.4.3.2.6 *Housing Assistance:* Provides assistance to Clients in securing living arrangements. Provides minor home repairs and/or permanent modifications, e.g. permanent ramp, widening doorways necessary to accommodate physical limitations; minor renovation, installation, or maintenance for accessibility, safety, or security; includes pest control services; home finding services; and moving costs. Provide assistance for repairs necessary to assure a Client's independence through the repair of home equipment and appliances. Provides for one-time payment of telephone services, for rent or house payment, deposit for new rental, and home insurance payment; provides for emergency, unusual, or ongoing utility costs (one month's payment), including installation and monthly telephone service charges (one month's payment). Provides temporary housing or relocation of Client. Activities may include equipment and labor

necessary for the move. These payments shall be for one-time-only. If more than one payment, prior authorization from CSS' Director or designee is required.

4.4.4.3.2.7 *Congregate Nutrition:*

Provides meals to Clients who are able to secure meals at a congregate nutrition site. CONTRACTOR shall arrange or provide a meal for a Client in a congregate group setting by an AAA contracted Title III C-1 Nutrition Service Provider.

4.4.4.3.2.8 *Home-Delivered Nutrition:*

Provides home-delivered meals for homebound Clients who are unable to prepare their own meals or do not have someone who can prepare their meals. CONTRACTOR shall provide or arrange services from an AAA contracted Title III C-2 nutrition provider.

4.4.4.3.2.9 *Assistive Devices:*

Provides for rental or purchase and monthly fee service of electronic communication devices, emergency response equipment, and similar equipment to provide Client access to immediately contact First Responders (does not include regular telephones but adaptive phone equipment which is provided to people with disabilities). Provides for the installation of smoke detectors, portable ramps,

and grab bars. Provides items such as body braces, orthopedic shoes, walkers, wheelchairs, and installation of safety devices in the home.

4.4.4.3.2.10 *Assisted Transportation:* Provides one-to-one Client escort transportation services to a Client who has physical and/or cognitive difficulty using regular vehicular transportation. Client may be transported to various health appointments and to social events/resources, such as senior/community centers. Transportation providers must have vehicle insurance and a valid and appropriate California Drivers License.

4.4.4.3.2.11 *Special Needs:* Provides a Client with food staples when the Client is functionally impaired by virtue of a special circumstance that has occurred within the past twelve (12) months; this may include restaurant purchased meals when special circumstances necessitate the purchase; and food stamps for eligible Clients under special circumstances. Provides interpreter and/or translator services. Provides for essential clothing, toiletries, and similar personal care items for use in the home.

4.4.4.3.2.12 *Employment/Recreation /Education:* Provides funding for employment development, recreational and educational

activities, and supplies for participation in job training, work activity, rehabilitation, and self-improvement. Provides for specialized training, which, in addition to in-home and community skills training, includes training in Braille, sign language, driver education, etc.

4.4.4.3.2.13 *Medical Services:* Provides physician, nursing care, therapy, health aide services, and medical social services. Private health professionals shall be California State licensed and/or certified, whichever is appropriate. Provides for filling or refilling of prescriptions. Provides for medications prescribed by a physician that are not covered by Medi-Cal or other services. Also includes medi-sets (containers that store a daily/weekly dose of medications) and over-the-counter items such as incontinence supplies, vitamins, aspirin, etc., essential to the Client's well being.

4.4.4.3.2.14 *Protective Services:* Provides supervision or protection for Clients who are unable to protect their own interests; whose income or resources are being exploited; who are harmed, threatened with harm, neglected or maltreated by others; who have been caused physical or mental injury as a result of an action or an inaction by another

person or by their own actions due to ignorance, illiteracy, incompetence, or poor health; or who are lacking in adequate food, shelter, or clothing. Provides information to Clients about money management and financial resources such as financial counseling and assistance, and legal and medical assistance related to establishing a conservatorship. Protective Services may be provided by private, profit, or non-profit agency and a substitute payee may be full-time or may provide Protective Services on a periodic basis.

4.4.4.3.2.15 *Social and Reassurance:* Provides Clients with telephone contact, home visits and other Social and Reassurance Services. Social and Reassurance Services provide periodic contact and safety checks to reassure and support the Client who may be homebound or isolated. Social and Reassurance Services shall be provided by a staff or volunteer of the CONTRACTOR other than the CONTRACTOR's Care Manager.

4.4.4.3.2.16 *Personal Care:* Provides assistance with non-medical personal services such as bathing, hair care, etc.

4.4.4.3.2.17 *Homemaker:* Provides household support such as

cleaning, laundry (including commercial laundry or dry cleaning firm), shopping, food preparation, light household maintenance (changing light bulbs, furnace filters, etc.).

4.4.4.3.2.18 *Chore:* Provides periodic maintenance to Client for chores, such as heavy cleaning, washing windows, trimming trees, mowing lawns, and removal of rubbish and other substances to assure hazard free surroundings.

4.4.4.3.2.19 *Counseling:* Group and/or individual counseling for Clients, including peer counseling. Counseling may include biofeedback, substance abuse, etc., or therapeutic counseling.

4.4.4.3.3 All POS shall be reported by CONTRACTOR using the Linkages Purchase of Service (POS) Report (LF-10). The CONTRACTOR shall only report the actual Program Services received and the cost as verified by an invoice from the vendor; the projected Program Services shall not be reported on this form. The LF-10 form is used to report the cost of the purchase using Contract funds and Client contribution.

4.4.4.3.4 The Client's share of cost for Program Services is considered a POS only when Contract funding and/or other funds pay a portion and the Client pay a portion.

4.4.4.3.5 If the Client pays for the entire purchase, it is considered an Arranged Service and the CONTRACTOR is to report it on the Linkages SAR form.

4.4.4.3.6 Due to limited POS resources, Care Managers shall give priority to Purchase of Services that can stabilize a Client, but are not ongoing. These may be one-time-only Purchase of Services or those required for a short period of time.

- 4.4.4.3.7 POS are to be made for a Client after the need for the Program Service has been identified in the Client's Care Plan. The maximum amount CONTRACTOR may spend for the actual Purchase of Service being purchased for any one Client shall not exceed \$800.00 in any fiscal year without prior approval of the CSS Director or designee of the COUNTY. The need for the Program Service must be specified in the Care Plan prior to purchasing.
- 4.4.4.3.8 Funds for POS shall be allocated by CONTRACTOR in the CONTRACTOR's Appendix A, Sample Contract, Exhibit D, Budget. POS may only be purchased with:
- 4.4.4.3.8.1 Linkages Contract funds,
- 4.4.4.3.8.2 Partial payment by the Client.
- 4.4.4.3.9 POS does not require competitive bids; however, CONTRACTOR shall initiate vendor agreements for frequently used POS to lower costs and to ensure the costs are reasonable. This will ensure consistent unit measurement, costs, and description of Program Services provided.
- 4.4.4.3.10 CONTRACTOR shall verify the cost of all POS authorized in the Client's Care Plan with the Client before the payment is made.
- 4.4.4.3.11 Client equipment cannot be purchased by CONTRACTOR in advance of need and stockpiled. Accumulation of this nature will be subject to disallowance. If the CONTRACTOR has a unique situation, such as purchasing transportation vouchers, the CONTRACTOR may request consideration from the COUNTY and, upon approval, CONTRACTOR may purchase the Program Service. The request, including specific details, shall be in writing to the COUNTY and in advance of the purchase.
- 4.4.4.3.12 Any payment for rent, house payment, home insurance, or any rental or utility deposit made by CONTRACTOR shall only be authorized for a one-time-only purchase. For additional payments required on behalf of the Client, the Care Manager shall secure pre-approval from the Project Director or Clinical Supervisor. In addition,

COUNTY pre-approval is required on all additional payments required on behalf of the Client. If a refund from the housing or utility provider is granted to the Client, it shall be paid as a reimbursement to the Linkages Program.

- 4.4.4.3.13 POS for nutritional supplements require the Client's physician's authorization. CONTRACTOR is required to obtain physician authorization prior to purchasing nutritional supplements. Nutritional supplements are to be used to supplement the Client's diet, not to replace food. Purchases of nutritional supplements will be subject to review during COUNTY site visitation/monitoring of the CONTRACTOR.
- 4.4.4.3.14 Food vouchers (gift certificates) purchased through grocery stores, discount food retailers, etc. are not allowed as POS except in an emergency situation, such as a lack of food which may impose a life threatening health risk. Such an emergency situation shall be documented in the Client's file. The vouchers must be purchased for Program Services for the Client on a one-time-only basis.
- 4.4.4.3.15 If POS Services are provided through an independent provider the Client is the "employer." The CONTRACTOR shall pay for the POS Service as a reimbursement to the Client. Client or Family members on Medi-Cal who receive payment should be advised to consult with their respective Medi-Cal eligibility worker regarding the impact of receiving payment on their continuing public benefit eligibility.

4.5 Monitoring / Follow-Up

- 4.5.1 CONTRACTOR must meet each Client face-to-face on a quarterly basis, or more often as needed. Telephone calls to the Client by CONTRACTOR shall be made during the months that no face-to-face contact occurs. The intent of these contacts is two-fold: to monitor and assess the efficacy of the Program Service(s) arranged; and to assess the need for additional Program Service(s) or referrals. Each contact date with the Client must be recorded in the Progress Notes section of the Client's Care Plan.
- 4.5.2 CONTRACTOR's Clinical Supervisor or Project Director (only if the Clinical Supervisor is also acting as the Project Director) shall ensure

that contacts are made more frequently than quarterly to a Client whose condition requires closer supervision. This determination shall be made during the Care Planning session and the Care Manager shall present a monitoring schedule that is approved by the Project Director or Clinical Supervisor and it shall be included in the Care Plan.

- 4.5.3 E-mail contact with a Client in lieu of telephonic contact is only acceptable as a substitute for the monthly telephone contact after the Client's situation is discussed in a Care Plan meeting and e-mail contact is approved by the Clinical Supervisor. E-mail contact should be clinically appropriate and the Client should be apprised of the limits of the potential confidentiality of email correspondence and agree to this mode of contact. The approval of the use of e-mail must be recorded in the Progress Notes. CONTRACTOR shall be required to receive an acknowledgment from the Client that the email was received and read by the Client either by returned email and/or by phone call.

4.6 Reassessment

- 4.6.1 Reassessment is a formalized method of documenting and analyzing changes to the Client during the period since the previous Assessment and assuring that the Client's needs are being met. A Reassessment requires a home visit and interview with the Client by CONTRACTOR. This information must be documented in the Reassessment form.
- 4.6.2 CONTRACTOR's Care Manager shall conduct a formal Reassessment of the Client every six (6) months.
- 4.6.3 Anniversary Month
 - 4.6.3.1 The month of enrollment serves as the foundation of the schedule for all future Reassessments. This becomes the Anniversary Month. The Reassessment may be conducted one month before or after the Client's Reassessment is due. Conducting a Reassessment during the month before or after a Reassessment is due does not change the Anniversary Month.
 - 4.6.3.2 An additional Reassessment may also be conducted during the year at any time the Client's situation changes or a significant event occurs that warrants a Reassessment.

4.6.3.3 Administering interim Reassessments does not change the Anniversary Month. Interim Reassessments can be conducted whenever the Care Manager and/or Clinical Supervisor feel it is appropriate (i.e., following an acute medical episode).

4.6.4 In each Reassessment, CONTRACTOR shall continue to reaffirm a Client's eligibility by using the appropriate Intake/Screening and Assessment tool. All information obtained previously must be verified and/or revised.

4.6.5 As part of each Reassessment, CONTRACTOR shall modify the Care Plan, if indicated, to reflect the Client's current status. If changes are not indicated, the CONTRACTOR must include documentation in the Care Plan to reflect that the Care Plan has been reviewed and that the Client agrees to the continuation of the current Care Plan. Such documentation must be signed by Client and/or Responsible Other.

4.6.6 A new Application and Informed Consent form is not required for each Reassessment. However, if (1) the CONTRACTOR needs to obtain or release new Client information or (2) the date of the previous Release(s) exceeds one year a new Authorization to Release Records form shall be completed and signed by the Client and/or Responsible Other.

4.6.7 CONTRACTOR's Care Manager shall complete a Reassessment Summary after each Reassessment and put it in the Client's file. The Reassessment Summary provides an update on significant changes in the Client and his/her situation since the last Assessment.

4.7 Client Termination

4.7.1 A Client termination from the Linkages Program may be either voluntary or involuntary. A Client has the right to leave the Program at any time (voluntary termination). If a Client's termination is involuntary, the Client has the right to grieve through a formal Client Termination Grievance Process (as specified in Section 4.7.2.1) developed by CONTRACTOR.

4.7.2 CONTRACTOR will develop, implement and maintain a formal procedure for the resolution of complaints from Clients or the Client's Responsible Other related to or as a result of Client's Termination from the Linkages Program (The Client Termination Grievance Process.) The Client Termination Grievance Process shall be consistent with the procedures required in Section 7400 of Title 22 of the California Code of Regulations.

4.7.2.1 At a minimum the CONTRACTOR's Client Termination Grievance Process shall include the following:

4.7.2.1.1 Time frame within which complaints will be acted on.

4.7.2.1.2 Written notification to the Client of the results, including a statement that the Client may appeal to COUNTY if dissatisfied with the results of the CONTRACTOR's review. The COUNTY, in its sole discretion, may overturn the CONTRACTOR's Termination of a Client.

4.7.2.1.3 Confidentiality provisions to protect the Client's privacy rights. Only information relevant to the Client may be released to the Responsible Other without the Client's consent.

4.7.2.2 Complaints may involve, but not limited to, any of or all of the following:

4.7.2.2.1 Amount or duration of Program Service.

4.7.2.2.2 Denial or discontinuance of Program Service.

4.7.2.2.3 Dissatisfaction with the Linkages Program Service being provided by CONTRACTOR, or with the absence/lack of direct Program Services provided by CONTRACTOR. If the complaint involves an issue of professional misconduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the Client shall be referred to the proper entity.

4.7.2.2.4 Failure of the CONTRACTOR to comply with any of the requirements set forth in this Contract with the COUNTY.

4.7.3 The CONTRACTOR's Client Termination Grievance Process shall be posted in a conspicuous public location, such as a CONTRACTOR's

public lobby and accessible for review and the CONTRACTOR shall ensure that the Client or the Client's Responsible Other is aware of the procedures. Notification shall be posted in English and any primary language shared by a significant number of Clients. Public postings and written notifications are subject to approval by the COUNTY.

4.7.4 Cause for Termination

- 4.7.4.1 If a Client is maintained in the Linkages Program because certain Program Services are required, and his/her condition has stabilized enough to function without Linkages Program Services, the CONTRACTOR must make every effort to secure the services outside of the Linkages Program and terminate the Client from the Linkages Program.
- 4.7.4.2 Clients may be terminated from the Linkages Program under any of the following circumstances:
 - 4.7.4.2.1 All items in the Client's Care Plan have been met.
 - 4.7.4.2.2 Client's condition has improved or stabilized and Client no longer requires or is no longer eligible for Program Services.
 - 4.7.4.2.3 Client is stabilized through services provided outside of the Linkages Program.
 - 4.7.4.2.4 Client requires higher level of service – i.e., transitioned to Multipurpose Senior Services Program (MSSP).
 - 4.7.4.2.5 Client requires long-term institutionalization.
 - 4.7.4.2.6 Client's needs exceed Program capacity.
 - 4.7.4.2.7 Client no longer desires Program Services.
 - 4.7.4.2.8 Client moved out of CONTRACTOR's Program Service area.
 - 4.7.4.2.9 Client died.

4.7.4.2.10 Client became unwilling or unable to follow the Care Plan. If the Client initially agrees to the Care Plan, but subsequently becomes unwilling or unable to follow the Care Plan, the case may be closed if the following conditions have been met:

4.7.4.2.10.1 A modified Care Plan was offered and discussed by the Care Manager with the Client;

4.7.4.2.10.2 Counseling was provided to assist the Client and/or informal support to accept the revised Care Plan;

4.7.4.2.10.3 Client no longer benefits from the Program as demonstrated by the Client's unwillingness or inability to follow the Care Plan;

4.7.4.2.10.4 Referral to other appropriate agencies has been initiated; or

4.7.4.2.10.5 Other reasons as approved by the County.

4.7.4.3 CONTRACTOR may only terminate Clients from the Linkages Program for reasons defined in 4.7.4.2 above. Under no circumstances may a CONTRACTOR terminate a Client solely because of a condition not listed in Section 4.7.4.2 such as substance abuse or chronic mental illness.

4.7.4.4 At its sole discretion, the COUNTY may grant approval to allow a terminated Client to retain equipment needed to maintain the Client at home – e.g. emergency response system, portable ramp, etc. – until no longer needed, at which time it shall be returned to the CONTRACTOR. If the Client is maintained in the Program solely because of the Purchase of Service equipment in place, every effort should be made by CONTRACTOR to arrange for the equipment to be

provided from another source/provider or through another referral (outside of the Linkages Program).

4.7.5 Termination Conference: Prior to termination, CONTRACTOR shall discuss with the Client and/or Responsible Other the decision to terminate a Client for cause under the above termination criteria and CONTRACTOR shall document the discussion to terminate the Client in the Client's Care Plan. The Termination Conference shall include:

4.7.5.1 The basis for termination.

4.7.5.2 Information on agencies that could provide alternate services.

4.7.5.3 The process for re-entry into the Program.

4.7.6 Notice of Action: Regardless of the basis for termination, CONTRACTOR shall develop and provide a written Notice of Action to all terminated Clients and/or Responsible Other, as well as Client's Informal Support and conservator as applicable, upon termination. The only exception is upon Client death. CONTRACTOR shall document the termination and Notice of Action in the Care Plan and retain a copy in the Client Record. The written Notice of Action shall be provided to COUNTY within fourteen (14) business days of termination and is subject to final approval by the COUNTY. The Notice of Action shall document:

4.7.6.1 The basis for termination;

4.7.6.2 The Client's name, address, and telephone number;

4.7.6.3 Information on readmission to the Program if the terminated Client's condition or circumstances change; CONTRACTOR is required to perform a re-evaluation prior to re-admission into the Program;

4.7.6.4 Information on how to file a grievance against the CONTRACTOR if the terminated Client disagrees with the CONTRACTOR's decision. This shall include the name, address and telephone number of a contact at the CONTRACTOR agency.

4.7.7 Re-Enrollment in the Linkages Program

4.7.7.1 CONTRACTOR may re-enroll a former Client in the Linkages Program if changes indicate re-enrollment is

warranted. The same eligibility requirements that apply to new Clients must be met. If the former Client is to be re-enrolled within the same fiscal year of the last Assessment date and there has been no significant change in the Client's medical, functional, or psychosocial condition, the former Client may be re-enrolled based on the prior Assessment. However, if the former Client is to be re-enrolled one (1) fiscal year or greater, from the date the former Client was a Client and/or the former Client had a significant change in the medical, functional, or psychosocial condition as of the last Assessment date CONTRACTOR shall conduct a new Assessment.

- 4.7.7.2 For all re-enrollments, a new Universal Intake Form (UIF1-R) must be signed and the Client's Care Plan must be updated to include the Client's current needs. The original Client number shall be used for a re-enrolled Client.

5.0 ADDITIONAL RESPONSIBILITIES

In addition to the specific tasks necessary to provide Units of Service to Clients, CONTRACTOR must also adhere to the minimum requirements that are necessary to operate the Program. These requirements ensure that the CONTRACTOR maintains the appropriate level of care, performance, staffing, reporting and compliance with Los Angeles County, State, and Federal guidelines that govern the Program. The CONTRACTOR is responsible for ensuring that its operations meet the requirements delineated below in order to provide the optimal level of Program Services to Clients as prescribed by this Contract.

- 5.1 CONTRACTOR shall provide Community Outreach, which is defined as actively providing and disseminating Linkages Program information to the public on what Program Services may be available to potential eligible Clients and shall also market the Program Services to all ethnic groups in each Supervisorial District in which the Program Services are being provided by CONTRACTOR.

- 5.1.1 CONTRACTOR shall ensure that information and assistance on Program Services are provided to all populations including homeless, veterans, and Lesbian-Gay-Bisexual-Transgender (LGBT) Clients.

- 5.2 CONTRACTOR must have written procedures to protect the confidentiality and privacy of Client information collected for purposes of the Program, in accordance with all applicable laws and regulations, including Title 22 CCR

7500 (b) and Appendix A, Sample Contract, Part II, Section 17.0 Confidentiality. CONTRACTOR shall not disclose confidential information.

- 5.3 CONTRACTOR must maintain a cash reserve equal to the amount it would cost to operate the Program for one month. Grant funds may not be included in cash reserves.
- 5.4 CONTRACTOR shall track all Contract funds and CONTRACTOR shall provide a tracking of Contract funds during an audit as indicated in Appendix A, Sample Contract, Part II, Section 67.0 Record Retention and Inspection/Audit Settlement.
- 5.5 CONTRACTOR shall establish effective working relationships with other Linkages Providers in Los Angeles County (Including the City of Los Angeles).
- 5.6 CONTRACTOR shall maintain a list of all active Clients enrolled and receiving Linkages Program Services (CONTRACTOR's caseload).
 - 5.6.1 For reporting and administrative purposes, the following rules and terms apply to CONTRACTOR's caseloads.
 - 5.6.1.1 "Monthly Active Client Count" represents the number of Clients served during the month. This is defined as the number of Clients enrolled as of the first of the month, plus the number of new Clients enrolled during the month.
 - 5.6.1.2 At all times, CONTRACTOR's caseload, shall include a mixture of functionally impaired adults, and at-risk elderly, and both Medi-Cal and non-Medi-Cal eligible Clients based on the demographics of the area in which the CONTRACTOR is providing Program Services.
- 5.7 CONTRACTOR shall serve the Client without a limitation on the length of time. Clients may remain in the Program as long as the need for Linkages Program Services exists, the eligibility criteria continue to be met, and funding is available.
- 5.8 CONTRACTOR must enter the Units of Measurement for Program Services delivered to Clients into the COUNTY's ITS. The Unit of Measurement is the representation of the output (benefit/service) provided to the Client; this measurement forms the basis upon which payment is made to the CONTRACTOR. The Unit Rate is the amount that is payable by the COUNTY for each Unit of Measurement provided by the CONTRACTOR.

5.9 CONTRACTOR is required to make Client referrals to an Area Agency on Aging (AAA) ENHANCE Contractor for all Clients who are either (1) sixty (60) years old and above and diabetic, or (2) who scores a six (6) and above on the Nutrition Risk Scale on the Universal Intake Form (UIF1-R). CONTRACTOR shall contact COUNTY for a list of AAA ENHANCE Contractors.

5.10 Unit of Measurement: Linkages Program Services consist of the following categories of Program Services which are reported in increments of one hour. The rates indicated in the chart below reflect the maximum dollar amount that is reimbursable for each Program Service.

SERVICES	UNIT OF MEASUREMENT	MAXIMUM UNIT RATE OF REIMBURSEMENT
Intake / Screening	One (1) Hour	\$26.00
Assessment / Reassessment	One (1) Hour	\$46.00
Care Planning	One (1) Hour	\$46.00
Coordination of: Informal Support Services/ Arranged Services / Purchase of Services	One (1) Hour	\$46.00
Monitoring / Follow-up	One (1) Hour	\$46.00
Client Termination	One (1) Hour	\$46.00

5.11 All Linkages Program Services may consist of one or more of the following three components:

5.11.1 Preparation Time: The time needed to prepare for the delivery of a Program Service. Examples include time spent developing materials for a consumer education class, or time spent setting up for a health screening.

5.11.2 Service Time: The time expended on the actual provision of Program Service.

5.11.3 Travel Time: The time spent traveling to the location where a Program Service is delivered.

5.12 When requesting payment for Program Services provided, the amount of time reported under Preparation Time and Travel Time is calculated differently from the amount of time reported under Service Time. The amount of time reported under Preparation Time and Travel Time is calculated by multiplying the amount of time spent performing those activities by the number of staff involved, whereas the amount of time reported under Service Time shall be the amount of time spent while the Program Service was being provided, irrespective of the number of staff involved in providing the Program Service.

6.0 CONTRACTOR PERSONNEL

6.1 General requirements: CONTRACTOR shall have a sufficient number of qualified staff with the appropriate education, licensure, and experience to carry out the requirements of the Linkages Program. The total number of staff shall be based on the method and level of Program Services provided, and the size of the service area served by CONTRACTOR.

6.1.1 CONTRACTOR shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements of COUNTY for CONTRACTOR necessary to provide Program Services hereunder. Such personnel shall meet all qualifications in this Contract, as well as those provided by COUNTY through Contract Amendments, Administrative Directives, and Program Policy Memorandums.

6.1.2 The CONTRACTOR shall ensure that CONTRACTOR staff is available to all Clients, potential Clients, referral sources, as well as the COUNTY on a minimum five-day-a-week (Monday through Friday) basis. CONTRACTOR's Office shall be open a minimum 8 hours per day between the hours of 8:00 a.m. to 5:00 p.m. CONTRACTOR shall also ensure that personal telephone contact with CONTRACTOR's staff is available to Clients, potential Clients, as well as COUNTY, during CONTRACTOR's hours of operation. CONTRACTOR shall also ensure that each CONTRACTOR office location has a telephone answering machine or voice mail in place during off-business hours. CONTRACTOR staff shall check and respond to all messages in a timely manner.

6.1.3 CONTRACTOR shall always have a staff member with the authority to act on behalf of the CONTRACTOR available during work hours.

6.2 PROJECT DIRECTOR: CONTRACTOR staff must include a Project Director.

6.2.1 The following are the responsibilities of the Project Director:

6.2.1.1 The Project Director will plan, organize and direct all administrative and Program activities related to the Program and Contract. The Project Director will define lines of authority and will develop the roles and parameters of responsibility for CONTRACTOR staff consistent with established COUNTY requirements. The Project Director shall have full authority to act on behalf of CONTRACTOR

on all Contract matters relating to the daily operations of this Contract.

- 6.2.1.2 The Project Director must request permission from the COUNTY five (5) days prior to the release of Client information coming from outside agencies or individuals and ensure that the requested data are adequately defined, the intended use is appropriate, and the release of information is permissible under the law. The COUNTY's approval must be received prior to the release of any Client information.
- 6.2.1.3 The Project Director shall be available to COUNTY between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday to oversee all the daily activities.
- 6.2.1.4 If the Project Director also acts as the Clinical Supervisor, the Project Director shall also be charged with the additional responsibilities as specified in Section 6.3, Clinical Supervisor.
- 6.2.1.5 The Project Director or designee shall regularly attend all meetings called by the AAA.
- 6.2.1.6 The Project Director shall develop and submit all written Corrective Action Plans to the COUNTY.

6.2.2 The following are the minimum qualifications of the Project Director:

- 6.2.2.1 The Project Director shall have a bachelor's degree and a minimum of two years of administrative experience in the health or social services field.
- 6.2.2.2 The Project Director must be able to speak/read/understand English fluently.
- 6.2.2.3 The Project Director must be able to provide guidance on decisions requiring judgment, assistance with problem situations, and approval of care plans and discharge.
- 6.2.2.4 The Project Director must be able to evaluate the performance of Care Managers based on COUNTY established criteria.

6.2.2.5 The Project Director must have expertise in the provision of the Linkages Program Services or services which are substantially similar to Linkages Program Services.

6.2.2.6 If the Project Director also has direct supervision of the Care Managers, then the Project Director must have at least a master's degree in a health or social services specialty and at least two years of previous related experience. If the Project Director does not have at least a master's degree in a health or social services specialty and at least two years of previous related experience, the Project Director shall not provide direct clinical supervisory functions.

6.3 CLINICAL SUPERVISOR: CONTRACTOR staff must include a Clinical Supervisor.

6.3.1 The following are the responsibilities of the Clinical Supervisor:

6.3.1.1 The Clinical Supervisor is responsible for all Client Service functions and must review and sign off on all Care Plans and ensure that the Annual Reassessment is adequate for the Client.

6.3.1.2 The Clinical Supervisor shall ensure that Monitoring contacts (as described in Section 4.5.2 of this Statement of Work) are made more frequently than quarterly for a Client whose condition requires closer supervision and shall approve the Monitoring schedule set by the Care Manager.

6.3.1.3 The Clinical Supervisor may also act as the Project Director. If acting as the Project Director, the Clinical Supervisor shall also be charged with the additional responsibilities as specified in Section 6.2, Project Director.

6.3.1.4 The Clinical Supervisor shall directly supervise the Care Managers and Student Interns.

6.3.1.5 The Clinical Supervisor must work on the Linkages Program a minimum of eight (8) hours per week and must be available to Care Managers on a daily basis.

6.3.2 The following are the minimum qualifications of the Clinical Supervisor:

- 6.3.2.1 The Clinical Supervisor must have at least a master's degree in health or social services and at least two years of previous related experience.

6.4 CARE MANAGER: Contractor staff must include a Care Manager.

6.4.1 The following are the responsibilities of the Care Manager:

- 6.4.1.1 The Care Manager must complete the Client Intake/Screening form, evaluate the potential Client to assess their needs by developing a Care Plan, and coordinate the provision of Program Services. The Care Manager must conduct Client Follow-up/Monitoring and Reassessment.
- 6.4.1.2 For Clients who are exiting a care facility (nursing home facilities and acute care facilities), the Care Manager shall coordinate with the care facility discharge planner to conduct an Initial Assessment and assess the Client for Linkages eligibility. CONTRACTOR shall conduct a Reassessment to determine the needs of the Client upon Client's return to the home setting.
- 6.4.1.3 The Care Manager shall prepare a formal, written Care Plan with measurable outcomes in order to accomplish the Program's intent for each Client.
- 6.4.1.4 After the Client is situated in the home, the Care Manager must conduct a Reassessment consistent with Section 4.6 of this Statement of Work, to determine any additional needs of the Client. It should be a Reassessment, as the needs of the Client will be different than those needs in a care facility. The Care Manager is also responsible for completing the Universal Intake Form (UIF1-R) and the Reassessment Summary.
- 6.4.1.5 The Care Manager shall coordinate the Informal Support Services, Arranged Services, and Purchase of Services for all Clients.

6.4.2 The following are the minimum qualifications of the Care Manager:

- 6.4.2.1 The Care Managers must possess a bachelor's degree in social work or a related field or possess a Registered Nurse (R.N.) license and have a minimum of one year of experience in a health or social services specialty.

6.4.3 Student Interns:

6.4.3.1 The following are the responsibilities of the Student Interns:

6.4.3.1.1 The CONTRACTOR may utilize Student Interns by allowing them to assist with the Linkages Program Services; however, the Clinical Supervisor or Care Manager shall closely supervise Student Interns at all times.

6.4.3.1.2 The Student Interns may assist with Progress Notes. However, all documents must be co-signed by a Care Manager, the Clinical Supervisor, or the Project Director.

6.4.3.2 The following are the minimum qualifications of the Student Interns:

6.4.3.2.1 The Student Interns must be enrolled in school in the field of health or social services at a Bachelor's level or Master's level in order to assist and be placed in Linkages sites.

6.4.4 Support Staff

6.4.4.1 The Support Staff shall perform all clerical, fiscal, and data entry.

6.4.5 Volunteers

6.4.5.1 The use of Volunteers is optional. However, if CONTRACTOR utilizes Volunteers, CONTRACTOR shall recruit and train Volunteers to expand the provision of Linkages Program Services. Volunteers must be appropriately qualified and supervised by the Project Director, Clinical Supervisor, and/or Care Manager. If possible, CONTRACTOR shall work in coordination with organizations that have experience in providing training, placement, and stipends for Volunteers (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in a community service setting.

7.0 LICENSES

7.1 CONTRACTOR shall obtain and maintain, during the term of this Contract, for CONTRACTOR and all staff, all appropriate licenses, permits and certificates required by all applicable Los Angeles County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Program Services hereunder. A copy of each license, permit and certificate shall be sent to CSS, Contracts Management Division (CMD) prior to the execution of the Contract. Further, in cases of new hires or updates in license/certification status, CONTRACTOR shall provide CSS CMD with all new updated licenses, permits, and certificates within ten (10) business days of the change in status.

8.0 GREEN INITIATIVES

8.1 CONTRACTOR shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

8.2 CONTRACTOR shall notify COUNTY’s CMM of CONTRACTOR’s new green initiatives prior to the Contract commencement.

9.0 MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF STAFF

9.1 The CONTRACTOR must be committed and sensitive to the delivery of Program Services that are culturally and linguistically appropriate. To that end, CONTRACTOR must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served. In addition, the CONTRACTOR and its staff including volunteers are expected to develop cultural competency and cross-cultural clinical practice skills. The CONTRACTOR must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients.

10.0 QUALITY CONTROL PLAN

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of the Contract. The Plan shall be retained on file at the CONTRACTOR’s main administrative office. The plan shall include, but may not be limited to the following:

10.1 Method of monitoring to ensure that Contract requirements are being met;

10.2 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request.

11.0 TRAINING

- 11.1 CONTRACTOR shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (including volunteers). CONTRACTOR is responsible for ensuring its staff, both existing and new, are properly trained in all areas related to providing Linkages Program Services.
- 11.2 The CONTRACTOR's Project Director shall ensure that all appropriate CONTRACTOR staff, including volunteers attends all relevant training sessions called by the COUNTY for CONTRACTOR's benefit and held at a COUNTY facility or another site, as determined by the COUNTY. CONTRACTOR shall ensure that, at a minimum, a CONTRACTOR staff person represents the CONTRACTOR at each relevant training session. The CONTRACTOR may also choose to attend meetings outside of Los Angeles County that the CONTRACTOR reasonably deems to be beneficial for the delivery of Client Services.
- 11.3 The COUNTY may establish, provide, and/or require mandatory training of CONTRACTOR staff at its discretion.
- 11.4 If requested by COUNTY, CONTRACTOR will coordinate CONTRACTOR staff training with AAA Program Planner.

12.0 COLLABORATION

CONTRACTOR must form collaborations with COUNTY and Los Angeles City Contractors providing services funded through the OAA, including other Linkages Contractors and other community organizations in order to ensure comprehensive and coordinated service delivery and to prevent unnecessary duplication of Program Services. CONTRACTOR shall develop linkages with other community-based long-term care service providers, particularly those that see the Client at home. CONTRACTOR is encouraged to share vital assessment information with other agencies providing Program Services to the Client in the home. However, in sharing information with other agencies, the CONTRACTOR must respect Client confidentiality rights, adhere to all applicable confidentiality regulations, and follow appropriate protocols.

The CONTRACTOR shall establish procedures to protect all Client information consistent with the terms of the Contract and all applicable laws and shall not disclose Client information outside of CSS without written consent from CSS and the Client.

13.0 PROGRAM PERFORMANCE/REALLOCATION OF FUNDS

- 13.1 The CONTRACTOR is required to provide 100% of Program Services and expend 100% of the Maximum Annual Contract Sum contracted for and as stated in this Statement of Work; Appendix C, PRS Chart; Appendix A, Sample Contract, Exhibit C, Proposed Program Services (PPS); and Appendix A, Sample Contract, Exhibit D, Budget. A new or updated Budget shall be completed and provided to the COUNTY prior to the beginning of each Fiscal Year.
- 13.2 The performance of CONTRACTOR will be evaluated during the Fiscal Year, and funds may be reallocated. If CONTRACTOR fails to expend 95% of the Maximum Annual Contract Sum allocated under this Contract as provided in Appendix A, Sample Contract, Exhibit D, Budget, funds may be reduced and reallocated to other Linkages Contractors that are performing/expending at a higher level/rate and qualify for increases in its Maximum Annual Contract Sum. Additionally, the COUNTY, at its discretion, may reduce the CONTRACTOR's Maximum Annual Contract Sum in the following Fiscal Year to more accurately reflect the CONTRACTOR's level of performance/expenditure.
- 13.3 The Contract includes Performance Requirements Standards that will measure the CONTRACTOR's performance related to the Program. The Contract includes a Performance Requirements Summary (PRS) Chart (Appendix C to the RFP) that summarizes the Standards required and their corresponding Acceptable Quality Level. CONTRACTOR shall meet Standards at the Acceptable Quality Levels provided in the PRS Chart as well as the provision of Program Services outlined in this Appendix B.

14.0 OUTCOME MEASURES

CONTRACTOR is required to conduct ongoing customer satisfaction surveys with Clients and keep a copy of the completed surveys on file and accessible to COUNTY for review. The results of the surveys will be used by CONTRACTOR to make quality improvements in Client Services provided to all Linkages Program Clients. The CONTRACTOR may be asked by COUNTY to comply with and develop other outcome measures. See Appendix C, PRS Chart, for additional Program performance requirements.

15.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

- 15.1 Client Record: The Client Record consists of documents (as specified in Section 15.1.1) that must be utilized by the Care Manager.

- 15.1.1 CONTRACTOR shall maintain Client Records for each Client. The Client Record shall include, but is not limited to, the following (Appendix A, Sample Contract, Exhibit E, Attachment XIX & XX):
- 15.1.1.1 Universal Intake Form (UIF1-R)
 - 15.1.1.2 Care Management Application and Informed Consent (LF-2)
 - 15.1.1.3 Authorization to Release Records (LF-3)
 - 15.1.1.4 Linkages Initial Assessment (LF-4)
 - 15.1.1.5 Needs Assessment Form (LF-5)
 - 15.1.1.6 Linkages Assessment Summary (LF-6)
 - 15.1.1.7 Linkages Reassessment (LF-7)
 - 15.1.1.8 Cognitive Assessment
 - 15.1.1.9 Linkages Reassessment Summary (LF-8)
 - 15.1.1.10 Service Arrangement Report (SAR) (LF-9)
 - 15.1.1.11 Linkages Purchase of Service (POS) Report (LF-10)
 - 15.1.1.12 Care Plan
 - 15.1.1.13 Client Progress Notes and other Client-related information (e.g., correspondence, medical/psychological/social records)
 - 15.1.1.14 Termination Notice
- 15.1.2 CONTRACTOR shall use the following methods for changing information in a Client Record:
- 15.1.2.1 Draw one line through any incorrect information, without obscuring it. Write the date and the initials of the Linkages Program staff making the correction.

- 15.1.2.2 If CONTRACTOR has written the wrong information in the Client Record, CONTRACTOR shall add the correct information. If all corrected information is legible, CONTRACTOR does not have to write the reason for the change.
- 15.1.2.3 If CONTRACTOR has misspelled a word, CONTRACTOR shall spell it correctly. CONTRACTOR does not need to add the date, time, and name of the Clinical Supervisor or Care Manager if CONTRACTOR discovers the misspelling in the course of the documentation or during review.
- 15.1.2.4 If CONTRACTOR omitted information, CONTRACTOR shall record it when CONTRACTOR remembers it. CONTRACTOR shall mark the additional information "late entry." CONTRACTOR shall never try to squeeze additional information into the original entry.
- 15.1.2.5 If a Client has filed for a fair hearing appeal or an appeal is pending, CONTRACTOR shall not make a correction in the Client's Record. CONTRACTOR shall make his/her own separate record of what the correct changes should be in the event that the CONTRACTOR is questioned about the error. CONTRACTOR shall not change a Client's Record solely based on the Client's request for a fair hearing.
- 15.1.2.6 CONTRACTOR shall not compound the error by correcting an error improperly. When corrected, CONTRACTOR shall make sure that both the incorrect and correct information is readable and that the reason for the change is obvious to anyone reviewing the Client Record.
- 15.1.2.7 CONTRACTOR shall keep corrections clean and keep the Client's Record accurate. CONTRACTOR shall not use white out or correction tape in the charts.

15.2 CONTRACTOR shall maintain all records and reports, consistent with Appendix A, Sample Contract, Part II, Section 66.0 Record Retention and Inspection/Audit Settlement, of the Contract, and shall make them available

for audit, assessment, retention, or inspection by authorized representatives of CSS.

- 15.3 All information, records, data elements, and print-outs collected and maintained for the operation of Linkages Program Services and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Appendix A, Sample Contract Part II, Section 17.0 Confidentiality, and Section 10850 of the California Welfare and Institutions Code, and consistent with Title 45 of the Code of Federal Regulations, Section 205.50, the California Information Practices Act of 1977, and all other applicable laws and regulations.
- 15.4 All documents in the Client's Record must be completed in a timely, accurate, and legible manner by the CONTRACTOR's Care Manager. CONTRACTOR's Client Records must include the name of the Care Manager recording Client information in the Client Record and the date the information was recorded in the Client Record. The CONTRACTOR's Care Manager shall write and sign the Client Record in ink and include the following:
 - 15.4.1 The Care Manager's full name or first initial and full last name.
 - 15.4.2 The Care Manager's professional initials (PHN, RN, MSW [Master of Social Work]). If there is not professional title (Care Manager without advanced academic degree(s), but with qualifying experience), the Care Manager may use the job classification title, Care Manager.
- 15.5 CONTRACTOR shall establish record keeping procedures that ensure the accuracy and authenticity of the number of eligible Linkages Program Clients served each day. CONTRACTOR shall submit to COUNTY, on a monthly basis and no later than the 10th day of the month following the month of service, the total number of Linkages Program Clients served by CONTRACTOR. If the 10th day of the month falls on a weekend or holiday, the due date shall be the next business day.
- 15.6 CONTRACTOR shall provide to COUNTY, in a timely manner, statistical and other information which the COUNTY requires in order to meet the COUNTY's planning, coordination, evaluation and reporting requirements.

16.0 INFORMATION TECHNOLOGY SYSTEM (ITS) REQUIREMENTS

- 16.1 CONTRACTOR is required to participate in the CSS automated Information Technology System (ITS) and to have a web-based compatible microcomputer system, a dedicated phone line, and to maintain equipment and the system in accordance with the configuration specifically approved by the COUNTY.

CONTRACTOR shall be responsible for its own data input of required information for monthly transmission to the current CSS approved automated ITS.

16.2 All computer hardware should be standard and common national brands to assure proper compatibility with other hardware and software. Hardware and software not meeting the specifications outlined in this Statement of Work may be acceptable only upon COUNTY approval.

16.3 Hardware – CONTRACTOR is required to have the hardware to support the software requirements listed in this Section 16.0.

16.4 CONTRACTOR must have a current industry standard laser printer with a minimum 600DPI.

16.5 CONTRACTOR must maintain a reliable high speed or broadband Internet connection at all sites.

16.6 CONTRACTOR is also required to have the following:

16.6.1 Industry standard internet security software with all current upgrades installed and operating.

16.6.2 The most current version of Microsoft Internet Explorer or equivalent.

16.6.3 Capability of sending and receiving documents in Microsoft Office 2003.

16.7 STAFFING

CONTRACTOR shall assign an employee (who is not a volunteer) to have the primary responsibility for the Client data entry into the ITS system. This person will be the primary contact person for Client data issues and problems. The individual will be assigned a password to log-in and enter Client information. A back-up staff person (who is not a volunteer) must be designated to act on behalf of the primary ITS contact person in the event of his or her absence.

CONTRACTOR shall inform the COUNTY of the name of the CONTRACTOR ITS staff person and backup at the start of this Contract and within two weeks of any assignment or reassignment. Only those CONTRACTOR staff who have been designated by CONTRACTOR and assigned a password by COUNTY shall be allowed to access the ITS system.

16.8 FACILITIES

16.8.1 CONTRACTOR shall provide the following:

- 16.8.1.1 A table or desk for the computer, printer and scanner with adequate workspace.
- 16.8.1.2 Appropriate electrical outlets.
- 16.8.1.3 A direct (not rotary or PBX) analog telephone line at computer location.
- 16.8.1.4 Additional telephone lines (as required/directed for Client Tracking).
- 16.8.1.5 A secure, locked room or lock-down cables to secure all equipment.

16.9 MAINTENANCE

CONTRACTOR is responsible for all maintenance, repair, or replacement of hardware and software required for ITS, which must be done in a timely and efficient manner. Equipment must be available for inspection by COUNTY staff during regular business hours.

16.10 SUPPLIES

CONTRACTOR is responsible for all necessary supplies, memory storage (e.g. flash drives, external hard drives and CDs), paper, ink cartridges and other media.

16.11 FUTURE CHANGES

- 16.11.1 Technology and computers are changing rapidly and the COUNTY may change its systems to utilize and explore these changes. These may include the acquisition of additional hardware, software and communication lines, as the COUNTY deems appropriate. CONTRACTOR must supply all equipment, peripherals, supplies, etc. that may be required by the COUNTY for future changes.

16.12 CONFIDENTIALITY

CONTRACTOR shall utilize the COUNTY'S ITS for recording casework. CONTRACTOR shall employ a mechanism to ensure that a Client's record is accessible only to those authorized staff assigned a password by the COUNTY. CONTRACTOR shall implement COUNTY approved policies and

procedures to include safeguards for confidentiality, prevention of unauthorized access, authentication by electronic signature keys, and systems maintenance. Specifically, for electronic signatures, the CONTRACTOR's System must:

- 16.12.1 Identify the signatory individual, including the date and time when the signature was executed, and the meaning associated with the signature (e.g. review, approval, responsibility, authorship, and authentication);
- 16.12.2 Assure the integrity of a document's content, including any actions taken to create, modify, or strike out an electronic entry; and
- 16.12.3 Provide for non-repudiation (i.e. strong and substantial evidence that will make it difficult to claim that the electronic representation is not valid).

17.0 LOCATION OF SERVICE AND HOURS OF OPERATION

17.1 CONTRACTOR shall obtain:

- 17.1.1 All required building inspection certificates (health, fire, etc.) for all CONTRACTOR places of business/site locations; and
- 17.1.2 Prior written consent of the COUNTY's CMM, or authorized designee, and shall comply with Appendix A, Sample Contract, Part II, Section 22.0 Contract Modifications/Amendments, of the Contract, as applicable, before modifying or terminating Services, or revising hours of Service delivery at a previously designated location(s) and before commencing such Program Services at any other location.

17.2 CONTRACTOR shall ensure that all site locations/buildings and surrounding areas are: maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. CONTRACTOR shall comply with the Americans with Disabilities Act of 1990.

17.3 CONTRACTOR shall publicly display at all CONTRACTOR locations/sites the days and hours of operation for the provision of contracted Services. CONTRACTOR shall ensure that availability of Program Services appropriate for the demographics, i.e. at risk elderly, and functionally

impaired adults, 18 years of age or older living within the service area (site location).

- 17.4 CONTRACTOR shall maintain an office in Los Angeles County/City.
- 17.5 CONTRACTOR's office shall be open a minimum of 8 hours per day between the hours of 8:00 a.m. to 5:00 p.m. (the 8 hours may be outside of the 8:00 am to 5:00 pm window if necessary based on Clients' needs).
- 17.6 In addition to satisfying the requirements listed in Subsection 17.1.2 above, CONTRACTOR shall inform the COUNTY in writing and receive a written COUNTY approval at least sixty (60) days prior to relocation of CONTRACTOR's office.

18.0 MULTIPURPOSE SENIOR CENTERS

- 18.1 If CONTRACTOR operates a Multipurpose Senior Center as defined under Title 42 USCS Section 3002, CONTRACTOR must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, Title 22 CCR Sections 7550 – 7562.
- 18.2 If CONTRACTOR operates a Multipurpose Senior Center, CONTRACTOR shall also comply with the provisions contained in the following acts:
 - 18.2.1 Copeland "Anti-Kickback" Act (18 USCS 874) (29 CFR, Part 3).
 - 18.2.2 Davis-Bacon Act (40 USCS 3141-3142) (29 CFR, Part 5).
 - 18.2.3 Contract Work Hours and Safety Standard Act (40 USCS 327-332) (29 CFR, Part 5).
 - 18.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR, Part 60).
- 18.3 Authorized COUNTY, State or Federal representatives shall have the right to monitor CONTRACTOR's performance relating to acquisition, alteration, renovation, or construction pursuant to this Contract; said monitoring to include, but not be limited to, inspections of premises (acquired, altered, renovated, or constructed) and interviews with Project Director and staff during normal business hours.
- 18.4 CONTRACTOR assures that when an existing facility has been altered with funds made available by this Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a

Multipurpose Senior Center is as follows:

- 18.4.1 Not less than three (3) years from the date the Contract terminates where the amount of the Contract or award of funds including the non-federal share, does not exceed \$30,000.
- 18.4.2 If the Contract amount or award of funds, including the non-federal share, exceeds \$30,000, the fixed period of time shall increase one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
- 18.4.3 For Contract amounts, or award of funds, including the non-federal share, that exceed \$75,000, the fixed period of time shall be not less than ten (10) years from the date Contract expires or terminates.

19.0 OTHER PROVISIONS

19.1 Program Supervision, Monitoring and Review

Services hereunder shall be provided by CONTRACTOR under the general supervision of the Director of CSS or authorized designee. The CSS Director, or authorized designee, shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services and the criteria for determining the persons to be served. CONTRACTOR agrees to extend to CSS Director, or authorized designee, to authorized State representatives, and to authorized Federal representatives, the right to review and monitor CONTRACTOR's facilities, programs, records, or procedures at the discretion of COUNTY, State and Federal representatives. Appropriate staff of CONTRACTOR, as requested by the Director of CSS, or authorized designee, shall attend all training sessions and meetings called by CSS for the purposes of information sharing, policy orientation, and program development and orientation. Additionally, CONTRACTOR staff is required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by the AAA and held at a COUNTY facility or another site, as determined by the COUNTY. The CONTRACTOR may also choose to attend meetings, outside of the COUNTY's jurisdiction, that the CONTRACTOR deems to be beneficial for the delivery of Client Services or other meetings designated by the AAA.

19.2 Unusual Occurrences

Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents,

death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of participants, personnel or visitors shall be reported by the CONTRACTOR within twenty-four (24) hours to the local health officer by telephone (and confirmed in writing) and to CSS by telephone (and confirmed in writing) or email. Crime related occurrences, such as theft or vandalism, must be reported by CONTRACTOR within twenty-four (24) hours to the local police or sheriff by telephone (and confirmed in writing) and to CSS by telephone (and confirmed in writing) or email. The CONTRACTOR shall prepare and retain an incident report on file. CONTRACTOR shall maintain all incident reports in a manner consistent with Appendix A, Sample Contract, Part II, Section 67.0, Record Retention and Inspection/Audit Settlement, of the Contract. The CONTRACTOR shall furnish such other pertinent information related to such occurrence as the local authorities and/or CSS may require.

19.3 Emergency and Disaster Preparedness

19.3.1 Notwithstanding CONTRACTOR's and COUNTY's contractual objective to provide Program Services to eligible persons, CONTRACTOR shall make Program Services available to any person impacted during the event of a State/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse CONTRACTOR for funds expended.

19.3.2 CONTRACTOR must have a written emergency plan on file describing how Program Services will be maintained during the event of a disaster or emergency.

19.3.3 CONTRACTOR must maintain a registry of Program participants for emergency purposes.

20.0 CLIENT CONTRIBUTIONS

20.1 CONTRACTOR shall develop a method to enable Clients and/or others to contribute to the cost of Linkages Program Services. However, no Client can be denied Program Services based on a Client's inability or unwillingness to contribute.

20.2 CONTRACTOR shall use any Client contributions received for the Linkages Program. The contributions will not reduce the contract amount and shall be used to supplement not supplant Linkages Program funds.

20.3 CONTRACTOR shall separate collected contributions from Contract funding. However, Contributions collected are considered Linkages Program funds.

CONTRACTOR may retain Client fees on hand at the end of each fiscal year and record the contributions as separate from grant related income (§ 45 CCR 74.24).

20.4 CONTRACTOR shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at the CONTRACTOR's site.

20.5 CONTRACTOR shall ensure that the decision to contribute as well as the amount of the eligible Client's contribution is kept confidential.

21.0 CONTRACTOR MATCHING SHARE

21.1 CONTRACTOR shall provide at least 15% match (contribution) of its total Contract sum/expenditures funded by COUNTY in accordance with the provisions of Appendix A, Sample Contract, Exhibit D, Budget. Therefore, the COUNTY provides 85% of the CONTRACTOR's total funding for the Program costs and CONTRACTOR must match, at a minimum, 15% of its costs with other resources. The matching share may be cash or an in-kind contribution or compensation thereof. The criteria for establishing the value on non-cash items is Fair Market Value. Volunteer's services may be used to meet the in-kind match. Additionally, in-kind contributions of the Fair Market Value of Services performed by volunteers may not exceed fifty percent (50%) of the required 15% CONTRACTOR match.

21.2 In-kind contributions are property or Services provided by CONTRACTOR which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to the CONTRACTOR.

22.0 METHOD OF COMPENSATION

22.1 COUNTY, at its sole discretion, has the option of altering the method of payment from full reimbursement for units of service completed to an amount equal to one-twelfth (1/12) of the total Contract amount per month if the CONTRACTOR is over-achieving and it appears funds will be completely drawn down prior to the full term of this Contract.